



Jerome Casimir <casimirj3620@gmail.com>

Jerome Casimir v. Bridgecrest Acceptance Corporation, Case No. 20-C-0274

9 messages

DriveTime Legal <legal@drivetime.com>
To: "casimirj3620@gmail.com" <casimirj3620@gmail.com>

Wed, Nov 11, 2020 at 4:32 PM

Dear Mr. Casimir,

On behalf of Bridgecrest Credit Company, please see attached correspondence from Kimberly Warshawsky.

Thank you.

Christine Beck

DriveTime | Bridgecrest | Paralegal

1720 West Rio Salado Parkway

Tempe, Arizona 85281



CONFIDENTIALITY NOTICE: This e-mail message including attachments, if any, is intended for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

This email message and any attachments contain information which may be privileged and confidential. If you are not the intended recipient or have received this transmission in error, please notify the sender immediately and destroy all electronic and hard copies of the communication, including attachments. Any disclosure, copying, distribution or use of this information is strictly prohibited. Please consider the environment before printing this e-mail.

 **11.11.2020 - Casimir - Letter to Customer #6.pdf**
6929K

Jerome Casimir <casimirj3620@gmail.com>
To: DriveTime Legal <legal@drivetime.com>

Thu, Nov 12, 2020 at 6:18 PM

Mr. JEROME J CASIMIR, Esq.
3229 N 83RD ST
MILWAUKEE WI. 53222
Casimirj3620@gmail.com

November 12, 2020

BRIDGECREST ACCEPTANCE CORPORATION
1720 W Rio Salado Parkway
Tempe AZ 85281
legal@drivetime.com
Re: 20-C-0274.

Dear Legal,

In receipt of your documentation 11/12/20 you bring into question contract, settlement and legal proceeding pursuing my auto loan/contract with Carvana LLC.

In response I have no contract with DriveTime LLC or settlement that may be legally binding because I never made/had a contract with DriveTime so any agreement as stated to you earlier in email should have been void.

Further DriveTime piecemeal attempts to settle reached far beyond a stale date for me to now consider as there were no return of any court related fees and my damages have now exceeded a possible settlement in the agreement as you seem to claim.

I was discriminated against by DriveTime LLC and had no idea I had any alleged account with DriveTime until this legal proceeding and on 11/2018 made a contract with Carvana not DriveTime.

Case 2:20-cv-00274-JPS Filed 12/09/20 Page 2 of 13 Document 16-1

<https://mail.google.com/mail/u/3?ik=d1e3dd42d2&view=pt&search=all&permthid=thread-f%3A1683104940092894960&simpl=msg-f%3A1683104940...> 2/12

There was an approval by DriveTime on 11/2018 but was never honored by the parties involved because of the dealership having discriminative action against Afro-American Business and later made a contract with Carvana not DriveTime. (See attached).

I made an earlier settlement request to avoid litigation if my loan is reduced \$16,000 and to reflect positive at the credit bureaus.

Further, I see you trade line notes but this has not restored my trade line back to the position prior to the adverse action taken by DriveTime in Jan. 2020 as it is missing payments from Jan.- May 2020 as noted by Experian on 11/12/2020. (See attached).

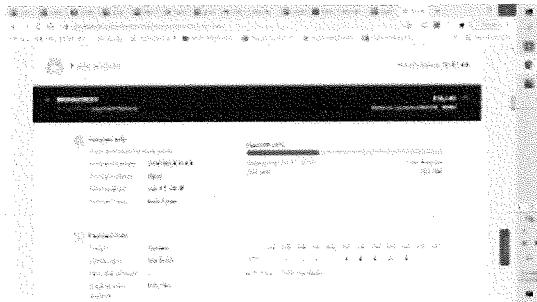
So if we have nothing else to discuss and this is your counter-offer it is refused and looking forward to seeing you or your attorney representing you in court.

Respectfully yours

/s/Jerome Casimir

[Quoted text hidden]

4 attachments



Experian 2020-11-12 (1).png
131K

DriveTime Letter 11-2017.pdf
284K

DriveTime AP 11-2017.pdf
329K

Free Credit Score & Free Credit Reports With Monitoring _ Credit Karma 11-12-20.pdf
90K

Jerome Casimir <casimirj3620@gmail.com>
To: ernie.garcia@drivetime.com

Thu, Nov 12, 2020 at 11:54 PM

[Quoted text hidden]

4 attachments

Experian 2020-11-12 (1).png
131K



1 auto account

Total balance: \$16,143

\$16,143 ▾
Balance updated Oct 31, 2020

BRIDGECREST

Exceptional payment history

Account Info

Hover over labels for more details

Account number	200008XXXXXX
Account status	Open
Date opened	Jan 17, 2018
Account type	Auto Loan

Paid Off: 37%

Balance on Oct 31, 2020
\$16,143

Loan Amount
\$25,790

Payment Info

Current

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Status date

Oct 2020

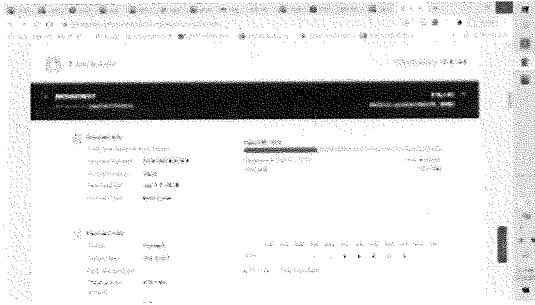
2020 - - - - - ● ● ● ● ● ● - - -

● On Time - Data Unavailable

Original loan amount

\$25,790

FEEDBACK



DriveTime Letter 11-2017.pdf
284K

DriveTime AP 11-2017.pdf
329K

Free Credit Score & Free Credit Reports With Monitoring _ Credit Karma 11-12-20.pdf
90K

DriveTime Legal <legal@drivetime.com>

To: Jerome Casimir <casimirj3620@gmail.com>, DriveTime Legal <legal@drivetime.com>

Fri, Nov 13, 2020 at 8:00 AM

Mr. Casimir, thank you for your response.

As a point of clarification, the tradeline was reported by Bridgecrest, which services the account associated with your Carvana vehicle. There has been no allegation that you have a contract with DriveTime other than the Settlement Agreement, where DriveTime was listed as an affiliate with Bridgecrest. In terms of your court fees, we have asked for the receipt so that we could consider reimbursement. We have no obligation to consider these fees as they were not part of the settlement, but we offered to nonetheless. We have not received the requested receipt, and until your email below, have received nothing about your specific concerns.

If there are issues with the tradeline reporting, we are happy to look into them so that we may reach a resolution. Either way, you are obligated under the Settlement Agreement to dismiss this action. Your refusal to do so is a breach of that agreement. I am hopeful that you will reconsider and dismiss today while we work to resolve your concerns about the tradeline.

Thank you,

Kimberly A. Warshawsky

DriveTime | Bridgecrest | Assistant General Counsel

1720 West Rio Salado Parkway

Tempe, Arizona 85281



CONFIDENTIALITY STATEMENT

The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information which may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

From: Jerome Casimir <casimirj3620@gmail.com>
Sent: Thursday, November 12, 2020 5:19 PM
To: DriveTime Legal <legal@drivetime.com>
Subject: Re: Jerome Casimir v. Bridgecrest Acceptance Corporation, Case No. 20-C-0274

Mr. JEROME J CASIMIR, Esq.

[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]

Jerome Casimir <casimirj3620@gmail.com> Sun, Nov 15, 2020 at 2:49 PM
To: DriveTime Legal <legal@drivetime.com>, "ernie.garcia@drivetime.com"
<ernie.garcia@drivetime.com>

As stated I do not have any contract with DriveTime LLC and my damages are to far gone to reconsider my attempt to mitigate this matter to make me whole, by the alleged agreement you spoken thereof because it had not produced any mitigation, as if it had, this case would have been over months ago.

You may consider the offer I made to reduce my principal amount as this time with Carvana as this would be acceptable to bring me whole.

As it's been about three years since I made contract with Carvana and it's about time for me to consider buying another vehicle but damages caused from the acts of DriveTime LLC has impeded me.

So if you must, we should proceed in court for a judge to determine if that agreement is biding upon the Carvana contract and if not, whatever damages the court determines is warranted.

This is something I attempted to mitigate to avoid future court action but that agrees should be with Carvana not DriveTime.

It is my attempt to mitigate damages and be made whole, as I am still willing to dismiss my complaint and move forward but not on the aforementioned allegations in agreement by DriveTime LLC as Stockholders issues are a concern.

As the Breach in Contact are yours in principle that started this mess that could have been solve in February 2020 as this case would be over then as I am a senior citizen and do not have the time to be fighting with you as it was my attempt to buy more stock when the price was low.

Respectfully yours

Jerome Casimir

[Quoted text hidden]

Jerome Casimir <casimirj3620@gmail.com>

Mon, Nov 23, 2020 at 1:27 AM

To: DriveTime Legal <legal@drivetime.com>, ernie.garcia@drivetime.com

As you may seem to have notice, I general only have time to consider and work on this issues late at night and have just read your motion to dismiss and are making a response prior to any legal reply or further research.

I do wish to dismiss my case as I really don't have the time to be litigating with you people, but are unwilling to do under the terms, as I have suffered more damages since my intended mitigation and your responses in clearing my trade line were too slow to mitigate damages and you still pretended that you did make any arrangements for considerations of my fees, even withstanding I don't have a contract with DriveTime.

As you want buy and sale stocks under separate entities for DriveTime and Carvana to lower the price for insider deals but when it come to making agreements with Afro-American you want to combine companies.

I sure if I were not Afro-American you people would have acted quickly and would have done a better job in considering my claims but that typical of you people even though I have faith that you would have done something to make this happen to rest this matter peacefully.

I am giving you another opportunity to make a proper settlement as I do not have any contract with DriveTime for a car loan and will settle with at least \$16,000.00 as this would cover some of my damages.

As I don't believe a judge will rule in your favor in dismissal and you will have to file a proper answer and this case maybe more than another year before a judgement be entered against you.

Respectfully

Jerome Casimir

Sent from my iPhone

On Nov 15, 2020, at 2:49 PM, Jerome Casimir <casimirj3620@gmail.com> wrote:

As stated I do not have any contract with DriveTime LLC and my damages are to far gone to reconsider my attempt to mitigate this matter to make me whole, by the alleged

agreement you spoken thereof because it had not produced any mitigation, as if it had, this case would have been over months ago.

You may consider the offer I made to reduce my principal amount as this time with Carvana as this would be acceptable to bring me whole.

As it's been about three years since I made contract with Carvana and it's about time for me to consider buying another vehicle but damages caused from the acts of DriveTime LLC has Impeded me.

So if you must, we should proceed in court for a judge to determine if that agreement is biding upon the Carvana contract and if not, whatever damages the court determines is warranted.

This is something I attempted to mitigate to avoid future court action but that agrees should be with Carvana not DriveTime.

It is my attempt to mitigate damages and be made whole, as I am still willing to dismiss my complaint and move forward but not on the aforementioned allegations in agreement by DriveTime LLC as Stockholders issues are a concern.

As the Breach in Contact are yours in principle that started this mess that could have been solve in February 2020 as this case would be over then as I am a senior citizen and do not have the time to be fighting with you as it was my attempt to buy more stock when the price was low.

Respectfully yours
Jerome Casimir

On Fri, Nov 13, 2020 at 8:00 AM DriveTime Legal <legal@drivetime.com> wrote:

Mr. Casimir, thank you for your response.

As a point of clarification, the tradeline was reported by Bridgecrest, which services the account associated with your Carvana vehicle. There has been no allegation that you have a contract with DriveTime other than the Settlement Agreement, where DriveTime was listed as an affiliate with Bridgecrest. In terms of your court fees, we have asked for the receipt so that we could consider reimbursement. We have no obligation to consider these fees as they were not part of the settlement, but we offered to nonetheless. We have not received the requested receipt, and until your email below, have received nothing about your specific concerns.

If there are issues with the tradeline reporting, we are happy to look into them so that we may reach a resolution. Either way, you are obligated under the Settlement Agreement to dismiss this action. Your refusal to do so is a breach of that agreement. I am hopeful that you will reconsider and dismiss today while we work to resolve your concerns about the tradeline.

Thank you,

Case 2:20-cv-00274-JPS Filed 12/09/20 Page 9 of 13 Document 16-1

Kimberly A. Warshawsky

DriveTime | Bridgecrest | Assistant General Counsel

1720 West Rio Salado Parkway

Tempe, Arizona 85281

<image004.png>

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

<image003.png>

CONFIDENTIALITY NOTICE: This e-mail message including attachments, if any, is intended for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

This email message and any attachments contain information which may be privileged and confidential. If you are not the intended recipient or have received this transmission in error, please notify the sender immediately and destroy all electronic and hard copies of the communication, including attachments. Any disclosure, copying, distribution or use of this information is strictly prohibited. Please consider the environment before printing this e-mail.

[Quoted text hidden]

Jerome Casimir <casimirj3620@gmail.com>
To: Jerome Casimir <casimirj3620@gmail.com>

Tue, Dec 8, 2020 at 11:52 AM

Sent from my iPhone

Begin forwarded message:

From: Jerome Casimir <casimirj3620@gmail.com>
Date: November 15, 2020 at 2:49:43 PM CST
To: DriveTime Legal <legal@drivetime.com>, ernie.garcia@drivetime.com
Subject: Re: Jerome Casimir v. Bridgecrest Acceptance Corporation, Case No. 20-C-0274

[Quoted text hidden]

Jerome Casimir <casimirj3620@gmail.com>
To: Jerome Casimir <casimirj3620@gmail.com>

Tue, Dec 8, 2020 at 11:54 AM

Sent from my iPhone

Begin forwarded message:

From: Jerome Casimir <casimirj3620@gmail.com>
Date: November 15, 2020 at 2:49:43 PM CST
To: DriveTime Legal <legal@drivetime.com>, ernie.garcia@drivetime.com
Subject: Re: Jerome Casimir v. Bridgecrest Acceptance Corporation, Case No. 20-C-0274

[Quoted text hidden]

Jerome Casimir <casimirj3620@gmail.com>
To: DriveTime Legal <legal@drivetime.com>, ernie.garcia@drivetime.com, Jerome Casimir <casimirj3620@gmail.com>

Tue, Dec 8, 2020 at 12:05 PM

Sent from my iPhone

On Nov 15, 2020, at 2:49 PM, Jerome Casimir <casimirj3620@gmail.com> wrote:

As stated I do not have any contract with DriveTime LLC and my damages are to far gone to reconsider my attempt to mitigate this matter to make me whole, by the alleged agreement you spoken thereof because it had not produced any mitigation, as if it had, this case would have been over months ago.

You may consider the offer I made to reduce my principal amount as this time with Carvana as this would be acceptable to bring me whole.

As it's been about three years since I made contract with Carvana and it's about time for me to consider buying another vehicle but damages caused from the acts of DriveTime LLC has Impeded me.

So if you must, we should proceed in court for a judge to determine if that agreement is biding upon the Carvana contract and if not, whatever damages the court determines is warranted.

This is something I attempted to mitigate to avoid future court action but that agrees should be with Carvana not DriveTime.

It is my attempt to mitigate damages and be made whole, as I am still willing to dismiss my complaint and move forward but not on the aforementioned allegations in agreement by DriveTime LLC as Stockholders issues are a concern.

As the Breach in Contact are yours in principle that started this mess that could have been solve in February 2020 as this case would be over then as I am a senior citizen and do not have the time to be fighting with you as it was my attempt to buy more stock when the price was low.

Respectfully yours
Jerome Casimir

On Fri, Nov 13, 2020 at 8:00 AM DriveTime Legal <legal@drivetime.com> wrote:

Mr. Casimir, thank you for your response.

As a point of clarification, the tradeline was reported by Bridgecrest, which services the account associated with your Carvana vehicle. There has been no allegation that you have a contract with DriveTime other than the Settlement Agreement, where DriveTime was listed as an affiliate with Bridgecrest. In terms of your court fees, we have asked for the receipt so that we could consider reimbursement. We have no obligation to consider these fees as they were not part of the settlement, but we offered to nonetheless. We have not received the requested receipt, and until your email below, have received nothing about your specific concerns.

If there are issues with the tradeline reporting, we are happy to look into them so that we may reach a resolution. Either way, you are obligated under the Settlement Agreement to dismiss this action. Your refusal to do so is a breach of that agreement. I am hopeful that you will reconsider and dismiss today while we work to resolve your concerns about the tradeline.

Thank you,

Kimberly A. Warshawsky

DriveTime | Bridgecrest | Assistant General Counsel

1720 West Rio Salado Parkway

Tempe, Arizona 85281

<image004.png>

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

<image003.png>

CONFIDENTIALITY NOTICE: This e-mail message including attachments, if any, is intended for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message. Thank you.

This email message and any attachments contain information which may be privileged and confidential. If you are not the intended recipient or have received this transmission in error, please notify the sender immediately and destroy all electronic and hard copies of the communication, including attachments. Any disclosure, copying, distribution or use of this information is strictly prohibited. Please consider the environment before printing this e-mail.

[Quoted text hidden]

Case 2:20-cv-00274-JPS Filed 12/09/20 Page 13 of 13 Document 16-1

<https://mail.google.com/mail/u/3/?ik=d1e3dd42d2&view=pt&search=all&permthid=thread-f%3A1683104940092894960&simpl=msg-f%3A168310494...> 11/12